



## **REQUEST FOR PROPOSAL - Primary**

### **Notice to Prospective Proposers**

March 7, 2003

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP 02-301, Title IX Compliance Study. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Postsecondary Education Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

**Murray J. Haberman**

**California Postsecondary Education Commission**

**(916) 322-8028**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Ailene Nishida

Contract Administrator

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## **A) Purpose and Description of Services**

Title IX of the Education Amendments of 1972 is a federal law that prohibits sex discrimination in all educational institutions, including K-12 and higher education, which receive federal funding. Specifically, the language states: *No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.* Title IX applies to all aspects of educational opportunities, but is especially well known for opening the door to greater athletic opportunities for women and girls. This project is limited to Title IX's application to athletics in California educational institutions.

With regard to athletics, Title IX generally requires educational institutions and programs to do the following: offer male and female students equal opportunities to participate in athletics, including interscholastic, intercollegiate, intramural and club sports; treat male and female athletes fairly; and give male and female athletes their fair share of athletic scholarship money and other resources. Prior to its passage, girls and women were limited in the athletic opportunities open to them in high school and college, and represented only a very small proportion of school athletes. Since the passage of Title IX, athletic participation rate has increased greatly at both the secondary and postsecondary levels. However, while significant progress has been made, the 1999-2000 NCAA Gender-Equity Report indicates that more than 80% of schools are not in compliance with the provisions of Title IX. An additional issue is that there has been little research into the composition of the populations who have participated in the increased opportunities provided by Title IX. Though not its intention, the effect of Title IX implementation appears to distribute benefits unequally among women. Further research is warranted to determine the degree to which women of color have benefited.

There have been numerous challenges for educational institutions striving to achieve compliance with Title IX. Federal and state regulations have gray areas that are difficult for schools and colleges to interpret. Compliance problems may be under-reported because of lack of awareness of Title IX and the complaint process. Available funding and an evolving body of law regarding the scope of Title IX have limited both federal and state enforcement of Title IX. Updating older facilities constructed during a pre-Title IX era presents many challenges to compliance, as overcrowded classrooms may be prioritized over gender equity concerns in athletic facilities.

The Governor and the State Legislature have expressed a strong interest in gaining more information about the obstacles that continue to be faced by women in high school and postsecondary athletics in California and passed into law AB 2295 (Chapter 1060, 2002). That legislation required that a survey report be conducted to pinpoint areas of weakness in Title IX compliance. It calls for recommended strategies to improve all the various components of athletic equity, thereby allowing California to assume a leadership role in carrying out this 30-year-old federal statute.

### ***Deliverables and Services to be Performed***

Contractor agrees to perform the following consulting services on Client's behalf:

Conduct research and prepare a written report with recommendations that addresses the participation of males and females in interscholastic and intercollegiate athletics in California, and that further identifies areas in which participation, and the administrative support for participation, differentially affects male and female students. The report is to develop findings for each of the following:

- a) Public schools that include Grades 7 and 8
- b) Public schools that include Grades 9-12
- c) The campuses of the University of California
- d) The campuses of the California State University
- e) The campuses of the California Community Colleges

The report shall address, but not be limited to, the following topics:

- a) Participation in interscholastic, intercollegiate, intramural, and club athletic opportunities (participation data should be disaggregated by educational level and, in the case of intercollegiate athletics, by level of competition, e.g. Division I, Division II, Division III)

- b) Distribution of benefits and services, including, but not limited to, the following:
  - 1. Overall support of athletics programs
  - 2. Equipment and supplies
  - 3. Scheduling of games and practice teams
  - 4. Travel and related expenses
  - 5. Availability of coaches and their compensation
  - 6. Locker rooms, practice, and competitive facilities
  - 7. Medical and training services
  - 8. Publicity and marketing
  - 9. Recruitment (Particularly for higher education programs)
  - 10. Availability of tutors and their compensation (particularly for higher education programs)
  - 11. Housing and dining facilities and services (particularly for higher education programs)
  - 12. The distribution of financial support for all of the above, including booster group contributions
- c) Distribution of athletic scholarship money
- d) The impact of Title IX on participation in athletics by women of color
- e) The academic and graduation success of students by gender and level of athletic competition
- f) Athletic teams added or disbanded as a result of institutional effort to comply with Title IX law
- g) The nature and extent of training that is provided to athletic administrators, coaches, and other staff regarding the requirements of Title IX and strategies to eliminate sex discrimination in athletic programs.
- h) Any related topic that contributes to an assessment of the level of compliance with Title IX as it relates to athletics in the identified California educational institutions, or to recommendations for increasing gender equity in athletics.

The contractor shall provide data that supports its findings relative to each item addressed above; the contractor shall also provide proposed recommendations for legislative or administrative action that are supported by the findings in the report. To the extent data are not available relative to any of the above topics, contractor shall identify the lack of data and provide proposed recommendations thereto.

### **Expectations**

Expectations in the performance of the Contract:

- a) Monthly briefings will be held with a policy and technical advisory committee comprised of representatives from California Department of Education, California Postsecondary Education Commission, the K-12 and higher education communities, the legislature and the Administration;
- b) A minimum of 100 copies of the final report will be provided for distribution to CDE and CPEC;
- c) Consultants will be available for two briefing reports before the State Board of Education and two before the California Postsecondary Education Commission;
- d) A draft report, with recommendations, shall be prepared for review of the advisory committee by no later than November 15, 2003;
- e) A final report shall be completed no later than December 31, 2003;
- f) All data collected in the conduct of the study shall become the property of the California Postsecondary Education Commission and the California Department of Education.

### ***Proposal Timeline***

**A Letter of Intent to submit a proposal must be received by no later than 4:00 p.m. on March 21, 2003.**

**Proposals must be submitted by no later than 10:00 am on April 7, 2003.** Proposals must be no longer than 15 pages (excluding vitas and budget sheet), in 12-point type, single-spaced with one-inch margins.

**Notification of award will occur by April 18, 2003.**

### ***Project Budget***

The actual amount of the contract will be determined through the proposal and ***shall not exceed \$237,500***. The proposal must include an itemized budget, including amounts to be allocated for personnel costs, travel and other variable expenses, and administrative overhead. Please note, travel and per diem expenses will be paid according to State travel time and per diem rules (represented employee rates) with verified receipts.

***It is important to note that the letting of a contract and its amount is contingent upon the approval of State Control Agencies that will consider the availability of funds for expenditure.***

## **B) Minimum Qualifications for Consultant**

The Consultant must meet minimum qualifications in order to compete for the contract. These include:

- a. Experience in K-12 and postsecondary education program evaluation and compliance;
- b. Expertise in data collection, quantitative and qualitative analysis, and the ability to compile and synthesize large volumes of data into manageable databases;
- c. Knowledge of and experience with the issues and operational aspects of K-12 and postsecondary athletic programs, including program budgets and the allocation of resources.

## C) Proposal Requirements and Information

### 1) Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
Request for Proposal Available	3/7/03	4:00 p.m.
Written Question Submittal Deadline	3/14/03	4:00 p.m.
Notice of Intent to Submit Proposal Deadline	3/21/03	4:00 p.m.
Final Date for Proposal Submission	4/7/03	10:00 a.m.
Cost Proposal Opening	4/18/03	10:00 a.m.
Notice of Intent to Award	4/18/03	4:00 p.m.
Proposed Award Date	4/25/03	4:00 p.m.
Start Date	5/5/03	--

### 2) Work Plan and Work Schedule Requirements

The proposal shall include a work plan and schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

- a) Project Personnel -- List all personnel who will be working on the project, their titles, and a copy of their most recent resume.
- b) Resource Allocation -- Explain how resources will be expended to perform the services

### 3) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones cannot exceed \$237,500. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal.

### 4) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Consultant's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to California Postsecondary Education Commission by dates and times shown in Section C.1, Proposal Requirements and Information. Proposals received after this date and time will not be considered.
- d) A minimum of 10 copies of the proposal must be submitted.

- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

California Postsecondary Education Commission  
Murray J. Haberman  
RFP 02-301  
Title IX Compliance Study

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

**The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".**

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in the Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address:

**California Postsecondary Education Commission  
Murray J. Haberman, Project Manager  
1303 J Street, Suite 500  
Sacramento, CA 95814**

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

## **5) Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) The final selection will be made to the lowest monetary responsible proposer achieving a passing score, after application of preferences.
- d) Phase I – Specific Criteria

The proposals must meet the minimum qualifications as noted in B above (p. 3), and will be evaluated and scored according to the specific criteria indicated below. Each of the items under the Rating/Scoring Criteria is worth a maximum possible 10 points.

### ***Rating/Scoring Criteria***

- 1. The contractor's experience and/or professional training/background in Title IX.
- 2. The contractor's experience conducting research and/or evaluating measurable data within and across the education segments as it relates to Title IX.
- 3. The contractor's understanding of issues and challenges that must be addressed and may be faced by educational institutions in seeking to achieve compliance with Title IX.



4. The contractor's provisions for including/addressing/interpreting the impact of "gray" areas in federal and state legislation and regulations on educational institutions.
5. The contractor's description of methods for comparing academic and graduation data with athletic data, demonstrating its ability to draw educationally-sound conclusions and recommendations as well as to make accurate quantitative analyses.
6. The expertise of key personnel to ensure successful completion of the project.
7. The contractor's past performance in providing timely, relevant, meaningful evaluation studies/reports to government agencies.
8. The contractor's past performance in completing projects with professionalism and treating the agencies and topics it has previously surveyed with respect.
9. The contractor's ability to match cost detail to project goals and timeline.

*A score below 7 points on any single item under the Rating/Scoring Criteria will result in disqualification of the proposal. No proposal receiving a total score of less than 90% of the available points (81 points) will advance to Phase II.*

e) Phase II – Bid Opening

This phase consists of opening and evaluating the sealed cost proposals. All proposals that enter Phase II will have received 81 points or more and are considered fully capable of performing the required services.

- f) The sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards shall then be publicly opened and read on April 18, 2002. The winning bid will be announced April 18, 2003 at 4:00 p.m. to the lowest responsible bidder meeting the requirements outlined in this RFP, and a contract will let by May 5, 2002 assuming approval by the various State Control agencies.

**6) Award and Protest**

- a) Notice of the proposed award shall be posted at the California Postsecondary Education Commission, 1303 J Street, Suite 500, Sacramento, California 95814 for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the California Postsecondary Education Commission at 1303 J Street, Suite 500, Sacramento, California 95814 and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the California Postsecondary Education Commission at 1303 J Street, Suite 500, Sacramento, California 95814 and Department of General Services, Office of Legal Services and a detailed statement specifying the grounds for the protest.

- c) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- d) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC-103), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

#### **7) Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense.

#### **8) Agreement Execution and Performance**

- a) Service shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

### **D) Preference Programs**

- 1) Small Business preference - [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)
- 2) Target Area Contract Preference Act (TACPA) - [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act - [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)
- 4) Enterprise Zone Act (EZA) - [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)

### **E) Required Attachments**

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this contract. **An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements, DVBE Resource packet, bidder responsibilities for the DVBE Participation Program, and required submittal forms can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe](http://www.pd.dgs.ca.gov/dvbe).** Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the bid will be rejected.

For bid response assistance, please contact the contracting official below:

Ailene Nishida  
California Postsecondary Education Commission  
1303 J Street, Suite 500  
(916) 322-8016  
(916) 327-4417

The Office of Small Business Certification and Resources (OSBCR) offers program information and may be reached at:

Department of General Services  
Office of Small Business Certification and Resources  
707 3rd Street 1st Floor Room 400  
West Sacramento, CA 95605  
Homepage: <http://www.dgs.ca.gov/osbcr>  
Receptionist: (916) 375-4940 or (800) 559-5529  
24-Hour Recording & Mail Request call (916) 322-5060  
Fax: (916) 375-4950

**Refer to the following pages for additional Required Attachments that are a part of this agreement.**

## ATTACHMENT 1

### REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Résumés
_____ Attachment 6	Disabled Veteran Business Enterprise Participation Forms and Instructions *
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Can be found at <a href="http://www.documents.dgs.ca.gov/pd/dvbe/std840.pdf">http://www.documents.dgs.ca.gov/pd/dvbe/std840.pdf</a>
	Good Faith Effort Documentation – Exhibit A. Can be found at <a href="http://www.documents.dgs.ca.gov/pd/dvbe/goodfaith.pdf">http://www.documents.dgs.ca.gov/pd/dvbe/goodfaith.pdf</a>
_____ Attachment 7	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 8	Contractor Certification Clauses (CCC - 103). The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a>
_____ Attachment 9	Target Area Contract Preference Act (TACPA) *
_____ Attachment 10	Enterprise Zone Act (EZA) *
_____ Attachment 11	Local Agency Military Base Recovery Area (LAMBRA ) Act *

\*If applicable

## ATTACHMENT 2

### PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 6 through 11) nor the "Sample Agreement" at the end of this RFP.**

#### **For RFP Only:**

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked  
**"Cost Proposal - Do Not Open".**
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

## An Unsigned Proposal/Proposer Certification Sheet

### May Be Cause For Rejection

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship      5. <input type="checkbox"/> Partnership      6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)      8. California Corporation No.		
9. Indicate applicable license and/or certification information:  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           10. Proposer's Name (Print)         </div> <div style="width: 45%;">           11. Title         </div> </div>		
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           a. California Small Business Enterprise            Yes <input type="checkbox"/> No <input type="checkbox"/>            If yes, enter certification number:            _____         </div> <div style="width: 45%;">           b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>            If yes, enter your service code below:            _____         </div> </div> <p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked <b>“Yes”</b>.          Date application was submitted to OSBCR, if an application is pending:</p>		

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10,11</b> <b>12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager	_____@	_____	_____
Staffing (list all)	_____@	_____	_____
TOTAL			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
			\$ _____
TOTAL COSTS			\$ _____



## ATTACHMENT 4

### PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive. ***References will be checked only after a contractor has been selected.***

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

#### **REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

#### **REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

#### **REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

**STANDARD AGREEMENT**

STD 213 (Rev 09/01)

**Sample (pages . 16-22)**

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Postsecondary Education Commission (CPEC)

CONTRACTOR'S NAME

2. The term of this Agreement is: through December 31, 2003

3. The maximum amount \$  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work XX pages

Attachment I: Team Résumés

Attachment II: Project Management/Timeline

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

XX pages

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

XX pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

CA Postsecondary Education Commission

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert L. Moore

ADDRESS

1303 J Street, Suite 500  
Sacramento, CA 95814

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to CA Postsecondary Education Commission (CPEC) consulting services as described herein:

(Give brief overview of services to be provided.)

2. The services shall be performed throughout the state as necessary for data collection.
3. The services shall be provided during the hours deemed necessary to complete the project by (date).
4. The project representatives during the term of this agreement will be:

State Agency: CA Postsecondary Educ. Comm.	Contractor:
Name: Murray Haberman	Name:
Phone: (916) 322-8028	Phone:
Fax: (916) 327-4417	Fax:

Direct all inquiries to:

State Agency: CA Postsecondary Educ. Comm.	Contractor:
Section/Unit: Policy Unit	Section/Unit:
Attention: Murray Haberman	Attention:
Address: 1303 J Street, Suite 500	Address:
Phone: (916) 322-8028	Phone:
Fax: (916) 327-4417	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:
  - Specifications, requirements
  - Personnel, staffing, and résumés of those involved with contracted work
  - Coordination
  - Results, deliverables
  - Timelines, progress reports
  - Evaluation, acceptance

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. In consideration for the satisfactory completion of the services described herein, the State agrees to compensate the Contractor for services rendered in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor will itemize any actual expenses incurred in addition to those contracted. Such itemizing shall be in accordance with Exhibit C, General Terms and Conditions page 2, paragraph 13, Compensation. The total cost of such additional expenses, together with the cost of services rendered, shall not exceed the maximum amount of this Agreement.
- C. Progress payments are permitted for work performed under this contract. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of the contract, receipt, and acceptance by Murray Haberman of any final reports required under the contract.
- D. Payment shall be in arrears contingent upon receipt of a monthly invoice, received and approved by the designated representative. The invoice must be submitted on contractor's letterhead signed by the authorized representative, and include the Agreement Number, time period covered, work completed for the period (detailed statement of services), and shall be submitted in duplicate to:

Fiscal Office  
CA Postsecondary Education Commission  
1303 J Street, Suite 500  
Sacramento, CA 95814

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and Contract Manager, Murray Haberman, shall be brought to the attention of the Executive Director, Robert Moore (or designated representative) of each organization for joint resolution. The decision of the Executive Director, or his designee, shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the bid proposal.

**3. Evaluation of Contractor**

Within sixty (60) days after the completion of the Agreement, the Contract Manager will complete a written evaluation of Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation.

**4. Potential Subcontractors**

Subcontractors are not an acceptable part of this contract.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

**2. Ownership of Data**

The State owns data filed with or collected by the Contractor in both hardcopy, electronic, and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service marks, or patents will not be filed that infringe on the exclusive ownership by the State.

**3. Rights in Data**

All deliverables as defined in the Statement of Work originated or prepared by the contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project, developed during the course of this Agreement by the contractor or jointly by the contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the techniques or programs or material developed pursuant to this agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials, which might be delivered to the State pursuant to this agreement. Pursuant to this Agreement, all preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

**EXHIBIT E**  
**(Standard Agreement)**

**4. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirement as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

**5. Right to Terminate**

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue services, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**6. Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control and without the fault or negligence of the offending party. Such acts shall include but shall not be limited to acts of god, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact.